

EXHIBIT A

LexisNexis® Subscription Agreement
11-50 Law Firm New Business Pricing

You ("Subscriber") have requested a subscription from LexisNexis. ("LN" or "LexisNexis") to the LexisNexis® online research services (the "Online Services") via www.lexis.com, and/or the CourtLink Services via <https://litigator.lexisnexis.com/CourtLink> pursuant to the terms of this LexisNexis Subscription Agreement (the "Agreement"). If this subscription includes access to the Wall Street Journal, then all use will be governed by the WSJ terms and conditions available at <http://WSJ.com>. The General Terms and Conditions ("General Terms"), Price Schedule and applicable content terms are made a part of this Agreement and represent the entire agreement between the parties with respect to the subject matter herein. The General Terms and the Price Schedule are available at <http://www.lexisnexis.com/terms/35/>. Questions may be addressed through an LN sales representative in your area by calling 1-800-227-9597, x53983.

All use of Online Services must comply fully with this Agreement.

1.1 Committed Term and Charges: Subscriber shall pay, in full, the sum total of each "Monthly Installment" (collectively, the "Minimum Commitment"). Conditioned upon timely payments, Subscriber may pay the Minimum Commitment in monthly increments from the date Subscriber's account is created by LN and LN IDs are sent to Subscriber ("Activation") through the last "Monthly Installment" date (the "Minimum Term") listed in Section 1.3 below. The Minimum Commitment includes all charges for use of the items listed in Section 1.3 below and identified as the "Preferred Services". In addition to any Monthly Installment, Subscriber will pay all charges for use of materials and features outside of the Preferred Services ("Other Charges"), in accordance with the Price Schedule, including: (a) Materials linked to via Single Document Retrieval activities (via Get a Document by citation, or embedded links, excluding Document Links from a Table of Contents (TOC)); (b) selected Images and Attachments (those that include a charge in the Price Schedule); (c) Shepard's® Alert; and (d) Continuous Alerts Gateway, to the extent that (a) - (d) are not included as part of the Preferred Services, which may be available within the Preferred Services, but are exclusions billed separately. Subscriber acknowledges the Wall Street Journal online may not be included in any free training or promotional campaigns and Dow Jones & Company, Inc., will be a third party beneficiary of this Agreement for enforcement purposes. Upon the expiration of the Minimum Term, this Agreement will automatically convert to transactional rates under the Price Schedule until terminated by Customer pursuant to the General Terms. If the Online Services are temporarily suspended pursuant to Section 1.2 below, then the suspended time will be added to the end of the unexpired Minimum Term. Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Minimum Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement (i) for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying the specific breach, or (ii) 30 days after LN receives written notice of dissolution of the Subscriber's practice and supporting documentation in the form of a Certificate of Dissolution from the Secretary of State, or if one is not available, a completed LN Certification of Firm Dissolution form declaring the complete dissolution of Subscriber's practice within the preceding 30 days. If Subscriber terminates the Agreement pursuant to subsections 1.1 (i) or (ii) above during the Minimum Term, then Subscriber must pay all Monthly Installments and Other Charges incurred up to the date of termination.

1.2 Invoice & Due Dates: All invoices are due and payable within 10 days from receipt. If any charge not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Installment for the Minimum Term to immediately be paid in full to LN. LN may temporarily suspend access to the Online Services until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law. Subscriber shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 18 months after such amounts were first billed to Subscriber.

1.3 Preferred Services:

ONLINE PREFERRED SERVICES (IF APPLICABLE)		SOURCE/MENU NO.	SHEPARD'S
(a)	PREFERRED NATIONAL LITIGATOR + SMARTLINS	WSTPNL + RK00SL + SPR001	Full
(b)	MBPG: ALL OF THEM	MBCA34	
(c)	LINK OUT	SDRL01	
(d)	ALR/AMJUR	ZZYWWI	
(f)	WARREN'S FORMS OF AGREEMENT	MT0029	
(g)	RABKIN & JOHNSON	MT0026	
(h)	National Restatements	M00034	

Cosgrave Vergeer Kester LLP
SUBSCRIBER

BY: [Signature]
(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: Michael Skofeldt

TITLE: +7 Director

DATE: 3-10-11

BAR MEMBER: ☒ NO ☐ YES, BAR #: _____

[MUST BE COMPLETED BY SUBSCRIBER]

Number of attorneys in Subscriber's practice as of signature date above. (see Section 2.1):

25
Reference Number

MKS
Initials

ONLINE PREFERRED SERVICES (IF APPLICABLE)	SOURCE/MENU NO.	SHEPARD'S
(i) LAW OF REAL PROPERTY - POWELL	MT0019	
(ii) NICHOLS ON EMINENT DOMAIN	MT0023	

☒ See attached Rider No. 1 for additional Preferred Services

COURTLINK PREFERRED SERVICES (IF APPLICABLE)
<input type="checkbox"/> Option 1: Exploring CourtLink ECL – All features listed below, except for Document Retrieval *
<input type="checkbox"/> Option 2:
<input type="checkbox"/> Track – Track, Document Updates
<input type="checkbox"/> Alerts
<input type="checkbox"/> Profiles
<input type="checkbox"/> Search – Document Finder, Document View, Search, Search – Patent, Docket Updates
<input type="checkbox"/> Single Search – Single Search Document View
Please note that none of the available options incorporate Document Retrieval. Document Retrieval is not available on a subscription basis at this time.
*If Option 1 – ECL is selected, no other options may be. Multiple options may be selected in Option 2.
Billing Options:
<input type="checkbox"/> CourtLink Detailed Billing – Requires Online Services subscription and CourtLink subscription to be billed separately
<input type="checkbox"/> Combined Billing – Online Services and CourtLink to be on one invoice. CourtLink will be shown as a line item only; no CourtLink billing detail available with this option. CourtLink invoice billgroup for combined billing: _____

INSTALLMENT DATES				MONTHLY INSTALLMENT FOR ONLINE SERVICES	MONTHLY INSTALLMENT FOR COURTLINK SERVICES	MONTHLY INSTALLMENT
Beginning	Activation	to	4/30/2011	\$ 0	\$ _____	\$ _____
Beginning	5/1/2011	to	4/30/2012	\$ 5,350.00	\$ _____	\$ _____
Beginning	5/1/2012	to	4/30/2013	\$ 5,513.00	\$ _____	\$ _____
Beginning	5/1/2013	to	4/30/2014	\$ 5,789.00	\$ _____	\$ _____
Beginning	_____	to	_____	\$ _____	\$ _____	\$ _____
Beginning	_____	to	_____	\$ _____	\$ _____	\$ _____
Beginning	_____	to	_____	\$ _____	\$ _____	\$ _____
Beginning	_____	to	_____	\$ _____	\$ _____	\$ _____

1.4 Cases & Statutes SDR Package (if applicable)

The Cases & Statutes SDR Package ("SDR Package") includes use of Cases & Statutes Materials linked by Single Document Retrieval activities via Get a Document by citation or embedded links, excluding Document Links from a Table of Contents. The SDR Package fee of NA per month is in addition to the Monthly Installment listed in Section 1.3. The SDR Package is not applicable if all Cases & Statutes Materials are already included in the Preferred Service or if no Cases & Statutes are included in the Preferred Services. LN may change the SDR Package fee at any time on 14 days prior written notice to Subscriber. Subscriber may cancel the SDR Package within 90 days of the effective date of an SDR price increase.

Subscriber declines the Cases & Statutes SDR Package: MKS [Subscriber's initials]

1.5 Lexis Advance.

Included in Customer's lexis.com® subscription, Customer will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Customer's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Customer's firm whom LN may recommend as the target user group, but IDs will be progressively released throughout the firm as additional functionality and content is made available. To the extent available in Lexis Advance, Customer will have access to the same content in Lexis Advance as it currently has access to under this Agreement, including Customer's access to materials outside its subscription (e.g., if Customer currently has access to out-of-plan usage, Customer will have access to content on a transactional basis in Lexis Advance). If Customer has access to out-of-plan content in Lexis Advance, Customer agrees to pay the then-current transactional charges for such content as such charges are available to Customer in the Lexis Advance user interface at the time the document is accessed. Although Customer will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Customer will be given the option to purchase these upgrades at its discretion.

2.0 User

2.1 Use of the Preferred Services and other Online Services under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms) only for research purposes in support of Subscriber's traditional practice of law. Subscriber hereby certifies that all Authorized Users provided access to the Preferred Services or other Online Services under this Agreement are engaged in or support Subscriber's traditional practice of law. Subscriber acknowledges the pricing and content provided in this Agreement depend in part on the number of attorneys in Subscriber's practice. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of attorneys (including owners, partners, members, associates, and staff attorneys) in Subscriber's practice as Subscriber has specified below its signature ("Reference Number"). Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

2.2 This Agreement relates only to Subscriber and the Authorized Users to whom Subscriber assigns an LN identification number ("LN ID"). Each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber is responsible for all use of the Preferred Services and other Online Services accessed with LN IDs issued to Subscriber or its Authorized Users, including associated charges.

3. Arbitration

3.1 Except as provided in Section 3.4 below, any controversy, claim or counterclaim (whether characterized as permissive or compulsory), arising out of or in connection with the Agreement (including any amendment or addenda thereto), whether based on contract, tort, statute or other legal theory (including but not limited to any claim of fraud or misrepresentation) will be resolved by binding arbitration under this Arbitration Section and the then-current Commercial Rules and supervision of the American Arbitration Association ("AAA"). The duty to arbitrate will extend to any employee, officer, agent or affiliate of either party. The arbitration will be held in the United States headquarters city of the party not initiating the claim. The arbitration will be conducted by a sole arbitrator who is knowledgeable with respect to the electronic information services industry and is an attorney. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the Agreement.

3.2 Each party will bear its own attorneys' fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that the fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees which are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state as specified in the Agreement and if none is specified, then the law of the state of New York.

3.3 In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations and settlement terms confidential.

3.4 Claims and controversies involving either (a) violation of any of the proprietary rights of LN, including claims in equity or law to protect the intellectual property rights of LN or its third-party content providers; (b) failure to comply with restrictions on use of the Materials included in the Agreement; or (c) non-payment will not be subject to arbitration. LN retains at all times the right to obtain an injunction in court to prevent misuse of the Preferred Services and/or other Online Services and Materials contained therein and all other LN and LN affiliates' products and services.

4. Confidential Information

This Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the terms and conditions contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 4 will survive the termination or expiration of this Agreement.

5. Miscellaneous

5.1 LN may make certain terms and other information applicable to this Agreement available on the World Wide Web at one or more sites identified by LN. Subscriber acknowledges that it has access to the World Wide Web.

5.2 This order is subject to acceptance by LN. Acceptance by LN may be evidenced by signature, issuance of LN IDs or granting access to the Preferred Services or other Online Services.

5.3 The prices and other terms in this Agreement are subject to change if Subscriber has not submitted a signed original or copy of this Agreement on or before _____, which will be the closed offer date.

5.4 If there are any conflicts or inconsistencies between the above terms and conditions and those appearing online in the General Terms and Conditions, then the above terms and conditions will control.

CUSTOMER INFORMATION (Please type or print):

1. Organization Name: COSGRAVE VERGEER KESTER LLP
2. Address: 805 SW BROADWAY, 8TH FLOOR
 City: PORTLAND, State: OR Zip: 97205
3. County: MULTNOMAH 4. Country: USA
5. Telephone Number: 503 243 4239 6. Telecopier Number: 503 323 9019
7. Invoice Address (if different than 2) _____
8. Name of Contact, Telephone Number and Email Address for the following:
 Installation: MICHAEL SHUFELDT 503-243-4239
MSHUFELDT@CVK-LAW.COM
 Billing: 1
 Policy/Legal Notification: 1
 Scheduling/Training: 1
9. Parent Company (if applicable): _____
10. Years under present ownership: 75 + 11. Dun & Bradstreet or Martindale-Hubbell Rating: _____
12. Dun & Bradstreet Number: _____ 13. Employer Identification Number: _____
14. Tax Exempt: ☐ Yes (attach proof of exemption) ☒ No
15. Require P.O. number on invoice: ☐ No ☐ Yes, P.O. Number: _____
16. Law Firm Web Address _____

Customer I.D. Information (Please type or print)		
ID Holders' Names (additional sheet attached <input type="checkbox"/>)	ID Holders' Titles/Positions	ID Holders' E-Mail Address

CUSTOMER CREDENTIALING PROCESS

LexisNexis respects the privacy of your personal information. Information obtained during the credentialing process will only be used for compliance related matters. For more detailed information, please see LN's Privacy Statement at <http://www.lexisnexis.com/terms/privacy>.

At LN, we believe that information, used responsibly, provides tremendous benefits to society, businesses, government agencies and consumers. LN provides its products and services in compliance with all applicable laws, rules and regulations. In turn, LN may only provide access to its products and services to organizations that provide assurances to LN that they will use the services in compliance with all applicable laws. Some LN services include highly sensitive, personally identifiable information and LN takes its obligation to safeguard this information very seriously.

MAIN CONTACT INFORMATION – As part of the credentialing process LN needs certain information about the Customer's Main Contact(s) as the Main Contact(s) may have access to sensitive password and identification numbers assigned to Customer's Authorized Users. In addition, an individual designated as a Main Contact will be designated by the firm to verify account information and request changes to account information. Credentialing will be performed on the individual(s) listed below, as well as the organization. Please note that the credentialing process may include telephone or email contact with the individual(s) listed below as well as the organization; please provide main customer telephone number and email address through which the Main Contact may be reached.

For credentialing purposes only, each Main Contact **must provide two of the three** following pieces of information requested below (numbered 1 -3).

Last Name Shafeldt First Name Michael M.I. K
 Title _____ Telephone _____
 Email Address mskafeldt@cvk-law.com
 1. Full date of birth 1-23-72
 2. Complete Home Address _____
 3. First five digits of your Social Security number 2
 4. Bar Registered or Active in this State OK Bar/Registration Number 076946

ADDITIONAL ADMINISTRATOR OR CONTACT INFORMATION (Optional) - Please refer to preceding text for additional information.

Last Name _____ First Name _____ M.I. _____
 Title _____ Telephone _____
 Email Address _____
 1. First five digits of your Social Security number _____
 2. Full date of birth _____
 3. Complete Home Address _____
 4. Bar Registered or Active in this State _____ Bar/Registration Number _____

BUSINESS INFORMATION

☐ Sole Proprietor ☒ Partnership / LLC State of _____
 No. of Employees 95 No. of years in business _____ No. of years at address _____
 No. of Attorneys 55 Practicing Area of Law Various
 Business / Professional License Number _____
 Date Issued / Expiration Date _____ Issuing dept. or division _____
 County Issued _____ State _____

PERMISSIBLE USE CERTIFICATION

LN provides its customers with two options regarding permissible purpose certification.

OPTION 1: Customer may opt to allow the display of all of the GLBA and DPPA permissible purposes (set forth below) online to their internal users. At login, users will be required to certify to the specific, appropriate permissible use that permits their particular search or searches from the available subset of permissible purposes displayed when accessing the LN Services.

Please check here to select Option 1: ☒

OPTION 2: Customers may opt to limit or restrict the GLBA and DPPA permissible purposes that will be displayed to and selected by their internal users. At login, users will still be required to certify the specific, appropriate permissible use that governs their particular search or searches from the available subset of permissible purposes displayed when accessing the LN Services.

Please check here to select Option 2: ☐

If a Customer prefers Option 2, Customer should certify the permissible purpose(s) below for GLBA and DPPA that should be displayed to its users by checking the appropriate boxes below. Only the permissible purposes checked below will then be displayed to the Customer's users.

GLBA PERMISSIBLE PURPOSE (Option 2 Only)

Some LN Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has the permissible use under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will only use

such information obtained from the LN Services for such purpose(s) selected below or, if applicable, for the purpose certified to by each user electronically while using the LN Services:

Only customers selecting Option 2 (see above) should select the appropriate permissible purposes below which will be made available to their internal users when accessing the LN Services.

- | | |
|--------------------------|--|
| <input type="checkbox"/> | No permissible use; |
| <input type="checkbox"/> | 1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer; |
| <input type="checkbox"/> | 1. (B) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications (<i>Accurant Only</i>); |
| <input type="checkbox"/> | 2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; |
| <input type="checkbox"/> | 3. In required institutional risk control programs; |
| <input type="checkbox"/> | 4. In resolving customer disputes or inquiries; |
| <input type="checkbox"/> | 5. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer; |
| <input type="checkbox"/> | 6. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer; |
| <input type="checkbox"/> | 7. In complying with federal, state, or local laws, rules, and other applicable legal requirements; |
| <input type="checkbox"/> | 8. To the extent specifically permitted or required under other provisions of law & in accordance with the Right to Financial Privacy Act of 1978, to LE agencies, self regulatory organizations, public safety. |

DPPA PERMISSIBLE PURPOSE (Option 2 Only)

Some LN Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Customer further certifies it will only use such information obtained from the LN Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LN Services:

Only Customers selection Option 2 (see above) should select the appropriate permissible purposes below which will be made available to their internal users when accessing the LN Services.

- | | |
|--------------------------|---|
| <input type="checkbox"/> | No permissible use; |
| <input type="checkbox"/> | 1. In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation; |
| <input type="checkbox"/> | 2. To verify the accuracy of information about a person who provided the information to you (or your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud; |
| <input type="checkbox"/> | 3. Use by a government agency but only in carrying out its functions; |
| <input type="checkbox"/> | 4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions; |
| <input type="checkbox"/> | 5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting; |
| <input type="checkbox"/> | 6. In connection with motor vehicle safety or theft, or driver safety (except for a motor vehicle manufacturer); |
| <input type="checkbox"/> | 7. Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (<i>Accurant Only</i>) |

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will only use the information described in Sections A and B of this Permissible Use Certification in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Customer acknowledges by signing above that completion of this document does not guarantee successful credentialing or that LN will be able to provide Customer with access to public records materials, including regulated public records materials.

Customer agrees that the Main Contact may be contacted and provide any additional information, if needed, in order to process this credentialing request.

ONLINE SERVICES BANKING INFORMATION (Please type or print):

1. Organization Name: _____
2. ☐ Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic
Payment Method: _____

☐ Select method of credit card payment ☐ MasterCard ☐ ←-OR ☐ Automatic Debit to Checking Account (attach copy of
VISA ☐ AMEX → voided check)

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. ☒ No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____

☐ Combined Billing option has been selected for Online Services and CourtLink.

☐ Please use same billing information for CourtLink and Online Services.

COURTLINK BANKING INFORMATION: (Please type or print): (CourtLink information does not need to be specified if combined billing is selected or "Please use same billing information" box above has been checked)

1. Organization Name: _____
2. ☐ Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic
Payment Method: _____

☐ Select method of credit card payment ☐ MasterCard ☐ ←-OR ☐ Automatic Debit to Checking Account (attach copy of
VISA ☐ AMEX → voided check)

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. ☐ No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____